

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3069996

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
GULFSTREAM SERVICES, INC.	10/16/2014

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661

PROPERTY NUMBERS Total: 23

Property Type	Number
Patent Number:	7607481
Patent Number:	7841410
Patent Number:	8215396
Patent Number:	8573301
Patent Number:	7918278
Patent Number:	8291977
Patent Number:	8657006
Patent Number:	7980313
Patent Number:	8561700
Patent Number:	8256515
Patent Number:	8622130
Patent Number:	8651174
Application Number:	14253572
Application Number:	14188253
Application Number:	14060014
Application Number:	14149243
Application Number:	14181255
Application Number:	13284362
Application Number:	13882387
Application Number:	13445413

PATENT

Property Type	Number
Application Number:	13741074
Application Number:	13907586
Application Number:	14173194

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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ATTORNEY DOCKET NUMBER: 039112-0115

NAME OF SUBMITTER: KRISTIN J AZCONA

SIGNATURE: /kja/

DATE SIGNED: 10/17/2014

Total Attachments: 7

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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement") is made as of October 16, 2014, between the signatory hereto (the "Grantor") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent").

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"; terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the "Patent Collateral"): all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office (or any successor office), including those listed on Schedule 1 hereto, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed

counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

After giving effect to the Acquisition:

GULFSTREAM SERVICES, INC.,
as Grantor

By: 

Name: Kevin Ryder

Title: Chief Financial Officer and Treasurer

GENERAL ELECTRIC CAPITAL
CORPORATION,
as Collateral Agent

By: *Arkhur Gupta*
Name: *Arkhur Gupta*
Title: *Duly Authorized Signatory*

SCHEDULE 1

Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for dropping a pump down plug or ball	5/16/2007	10/27/2009	7,607,481	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	12/06/2007	11/30/2010	7,841,410	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	11/30/2010	7/10/2012	8,215,396	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	7/10/2012	11/5/2013	8,573,301	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	1/6/2009	4/5/2011	7,918,278	Issued	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	5/11/2009	10/23/2012	8,291,977	Issued	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	10/23/2012	2/25/2014	8,657,006	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	7/7/2008	7/19/2011	7,980,313	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for cementine while running casing in a well bore	5/21/2010	10/22/2013	8,561,700	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	8/27/2010	9/4/2012	8,256,515	Issued	Gulfstream Services, Inc.

Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for dropping a pump down plug or ball	9/4/2012	1/7/2014	8,622,130	Issued	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	1/7/2014	7/3/2014	(2014-0182852)	Published	Gulfstream Services, Inc.
U.S.	Oil well plug and abandonment method	2/24/2014	N/A	14/188,253	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for cementine while running casing in a well bore	10/22/2013	N/A	14/060,014	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	4/5/2011	2/18/2014	8,651,174	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for dropping a pump down plug or ball	2/14/2014	N/A	(2014-0231099)	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for evacuating hydrocarbons from a distressed well	10/28/2011	(6/28/2012)	(2012-0160506)	Published	Gulfstream Services, Inc.
U.S.	Method and apparatus for evacuating hydrocarbons from a distressed well	10/28/2011	(1/9/2014)	(2014-0008077)	Pending	Gulfstream Services, Inc.
U.S.	Hydraulic bucket apparatus	4/12/2012	(11/15/2012)	(2012-0285049)	Pending	Gulfstream Services, Inc.

Country	Title	App. Date	Grant Date	App. / Patent No.	Status	Record Owner
U.S.	Method and apparatus for deactivating a hydraulic device that is leaking hydraulic oil	1/14/2013	(8/8/2013)	(2013-0199619)	Published	Gulfstream Services, Inc.
U.S.	Web restraint system	5/31/2013	(1/16/2014)	(2014-0013571)	Pending	Gulfstream Services, Inc.
U.S.	High pressure pipe and fitting restraint system	2/5/2014	N/A	(2014-0217761)	Pending	Gulfstream Services, Inc.
U.S.	Method and apparatus for deactivating a hydraulic device that is leaking hydraulic oil	4/15/2014	N/A	14/253,572	Pending	Gulfstream Services, Inc.